

2014 : No. 03 Fall

Douglas Bernard Chiasson

Squamish, BC

Called to the bar: May 18, 1990

**Discipline hearing** : May 22, 2014

**Panel** : Thomas Fellhauer, Chair, Don Amos and Jennifer Chow

**Decision issued** : July 30, 2014 (2014 LSBC 32)

**Counsel** : Alison Kirby for the Law Society; Douglas Bernard Chiasson on his own behalf

## Facts

In March 2007, Douglas Bernard Chiasson was retained by a client in a personal injury matter related to a motor vehicle accident. Chiasson and his client entered into a written contingency fee agreement that provided that he would be paid, among other things, an amount equal to 25 per cent of any settlement money plus disbursements.

From March 2007 to May 2010, Chiasson corresponded with various medical practitioners on his client's behalf, contacted the Insurance Corporation of British Columbia (ICBC) regarding a settlement offer, met with his client; and filed and served a writ of summons and statement of claim.

Between May and October 2010, other than submitting further receipts to ICBC, Chiasson did nothing to advance his client's claim. Between October and December 2010, he corresponded with ICBC regarding his client's benefits. In December 2010, Chiasson sent his client a letter enclosing a cheque from ICBC and updating her on requests to ICBC for reimbursement of medical expenses.

Between December 2010 and May 2012, despite being contacted by ICBC counsel requesting information about service of the writ and statement of claim, Chiasson did nothing to advance his client's claim. In particular, Chiasson failed to return telephone calls, failed to contact ICBC at his client's request, took no steps to advance the claim and failed to provide progress updates to his client.

In May 2012, the client told Chiasson that he was fired. Chiasson continued to act on the client's behalf, but did not attempt to contact her between May and November 2012.

In June 2012, Chiasson's client made a complaint to the Law Society.

In November 2012, Chiasson contacted his client seeking instructions to settle her ICBC claim. ICBC offered to settle the claim for a sum plus taxable costs and disbursements.

In December 2012, Chiasson accepted ICBC's offer to settle on his client's behalf. He received a cheque from ICBC as settlement funds including costs and disbursements.

Chiasson then provided his client with a cheque and a bill for legal services. His bill was based on 25 per cent of the total settlement amount, including costs and disbursements. This was contrary to the written contingency fee agreement. Chiasson subsequently withdrew the amount of his bill from his pooled trust account in payment of the legal fees.

## Admission and disciplinary action

Chiasson admitted that his conduct constituted professional misconduct when he failed to take any substantive steps to advance his client's claim, failed to provide his client with progress updates or answer reasonable requests for information, and continued to act on his client's behalf, without communicating with his client, after being told he was fired. Chiasson also admitted that, when he withdrew funds from his trust account to pay his fees, he ought to have known that he was not entitled to 25 per cent of the total amount recovered on his client's behalf. The contingency fee agreement did not entitle him to any percentage of costs and, if it did, the agreement would have been contrary to the Legal Profession Act. Chiasson admitted that his conduct amounted to professional misconduct.

In determining disciplinary action, the panel considered the absence of any directly relevant or recent disciplinary history and the fact that there was no dishonesty or deceitful conduct. The panel also noted that Chiasson was cooperative during the investigation and prosecution of this complaint.

The panel accepted Chiasson's admissions of professional misconduct and ordered that he pay:

1. a \$4,500 fine; and
2. \$1,000 in costs.